



MERLIN ENTERED

# 4975



February 4, 1998

Martin Horne  
P.O. Box 1015  
73 Murray Street  
Richmond, Ontario K0A 2Z0  
Canada

RECEIVED

JUN 25 2002

Dear Martin,

OFFICE OF PETITIONS

Manugistics is pleased to offer you employment, reporting to Mary Lou Fox. This offer of employment is contingent upon Manugistics acquiring rights to ProMIRA, expected to "close" on or about February 10, 1998. Your job title will be VP, High Tech & Electronics Marketing. No change in your work location of Ottawa is planned.

In this position your annualized salary will be \$125,000 Canadian and your paydays will remain twice monthly. There will be annual performance reviews with your first review occurring August 15, 1998. Subsequent reviews will occur one year later and annually thereafter. Any incentive pay (bonus) entitlement you may have for 1997 will be paid by ProMIRA. Manugistics' Bonus and Incentive Plans are issued shortly after the fiscal year begins (March 1, 1998). Your manager will meet with you to explain your plan once it is available.

You will also receive an additional option to purchase 600 shares of Manugistics stock. Stock option plans vest over a four-year period. Documents describing this benefit will be sent to you shortly after you become a Manugistics employee.

Continuous time worked as a ProMIRA employee will be considered as time worked with Manugistics, Inc. for the purpose of computing service time and determining benefit eligibility. Therefore, your employment date with Manugistics will be recorded as July 1, 1994. As of the date you become an employee of Manugistics, previous ProMIRA policies, procedures, and benefits will cease to exist and you will be covered by Manugistics, Inc. policies, procedures, benefits, Code of Conduct and Conditions of Employment, unless otherwise noted in this offer letter of employment.

Please reference the attached Employee Benefits Summary. As a Manugistics employee, you will be entitled to all benefits listed, including new benefits such as PC Subsidy, Employee Referral Awards, Good Health Subsidy, Tuition Assistance, Employee Stock Purchase Plan, Service Awards, Annual Performance Stock Awards and Retirement Plans.

Manugistics, Inc.

2115 East Jefferson Street

Rockville, MD 20852-4999

301-984-5000

Fax: 301-984-5370

[www.manugistics.com](http://www.manugistics.com)

**Group Benefit Plan** You will continue to be covered under your existing ProMIRA plans. These include Employee Basic Life Insurance, Dependent Basic Life Insurance, Optional Life Insurance, Short Term Disability Income Benefits, Long Term Disability Income Benefits, Healthcare, Dentalcare, and Accidental Death and Dismemberment. US employees are eligible for the benefits provided to Manugistics US employees. Healthcare benefits may require cost sharing in the future.

**CANADIAN EMPLOYEES** You will be eligible for a Group Registered Retirement Savings Plan. Our provider is London Life in Toronto. If the business transaction between ProMIRA and Manugistics concludes before February 28, 1998 you may be eligible to make contributions for 1997, based upon Canadian statutory regulations. The Manugistics 25% match of the first 6% of any new payroll contributions/deferrals will begin with the date of Manugistics employment.

**US EMPLOYEES** You will be eligible for Manugistics Group Inc. 401(k) Plan effective the first date of your employment with Manugistics. As a participant in the Manugistics Plan, you will be entitled to participate in the Manugistics 25% match of the first 6% of any new payroll contributions/deferrals you authorize. Loans are permitted under the Manugistics Plan.

**US EMPLOYEES Immigration Reform and Control Act of 1986** All US employees will be asked to complete an I-9 form after the close of the business transaction, during employee orientation.

Please signify your acceptance of employment and conditions described above, by signing this letter. Please fax a copy to Carl Di Pietro (confidential fax 301-998-7350) prior to February 10, 1998, the "closing date". Please return the original signed hard copy offer letter, Conditions of Employment, Code of Conduct and Insider Trading Agreement in the enclosed self-addressed envelope at the same time.

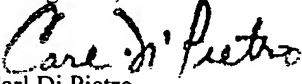
Please advise me in writing of any entitlements (e.g., benefits, claims, moneys, expense reimbursements, leave entitlements, etc.) that you are expecting from ProMIRA. Since Manugistics will not be responsible for any entitlements due you from ProMIRA, you must provide this information by February 9th, 1998 so that we may assist in resolving issues between you and ProMira.

Please give me a call if you have questions or wish to discuss any matter associated with your employment.

We look forward to a long and prosperous partnership!

Very truly yours,

Manugistics, Inc.

  
Carl Di Pietro  
Director, Human Resources  
301-984-5269

Accepted by:



Date: FEB 9/98

**Enclosures:**

Conditions of Employment (Please sign and return)  
Code of Conduct (Please sign and return)  
Insider Trading Agreement (Please sign and return)

Annual Report  
Manugistics Press Releases

SUBJECT TO 30% AT  
TARGET & 20% OVER ACHIEVEMENT  
BONUS AGREED WITH MARY-LOU FOX

## **CONDITIONS OF EMPLOYMENT**

The company requires all employees to sign a Conditions of Employment Agreement upon joining the company. This Agreement confirms an employee's ethical commitment to: (1) put forth full-time efforts for the company during the course of employment; (2) not disclose or make outside use of company or customer trade secrets; (3) protect the company against unethical loss of employees or customers; and (4) protect company property.

The specific Conditions of Employment Agreement which follows should be referred to for full details on the concerns and terms of employment.

### **MANUGISTICS, INC. CONDITIONS OF EMPLOYMENT**

As a condition to, and in consideration of, my employment or certain changes or improvements related to my employment, I agree with Manugistics, Inc. and Subsidiaries ("Manugistics") as follows:

#### **1. PRIOR UNDERSTANDING**

Except as fully disclosed in any attachment to this Agreement, I am not presently a party to any prior agreement or understanding with a former employer or with any other person or business or any other legal restriction or obligation which would in any way prohibit, impede, or hinder my employment with Manugistics or the performance of my duties in the course of such employment. I also fully understand that I have a duty not to disclose any trade secrets that I have learned at previous employers during my employment with Manugistics.

#### **2. FULL EFFORTS WHILE EMPLOYED**

Manugistics is entitled to my full-time and efforts during the course of my employment. Therefore, I will not, without Manugistics' prior written approval, while employed by Manugistics, engage in any employment, for myself or for any other person or business, which requires the use of skills for which I was hired by Manugistics or the use of skills attained during the course of my employment with Manugistics which would conflict with or compete with my employment with Manugistics.

### **3. RECRUITING CUSTOMERS OR EMPLOYEES**

During the term of my employment with Manugistics and for one (1) year thereafter, I will not, directly or indirectly, (a) solicit the employment of or employ, for myself or for any other person or business, any other Manugistics employee or any person who was an Manugistics employee at any time during the one (1) year period preceding the termination of my employment with Manugistics; or (b) solicit or attempt to solicit thereof business from, provide services to in competition with Manugistics or secure employment with any person or entity which was a customer of Manugistics during my employment by Manugistics, or any person or business to whom Manugistics had proposed future work within one (1) year prior to the termination of my employment with Manugistics. As a further protection that Manugistics' trade secrets and other confidential information will not be disclosed to Manugistics' competitors, I agree that I will not accept employment, as either an employee or a consultant, with any competitor of Manugistics within six (6) months of my termination from Manugistics. Nothing in this paragraph is to be interpreted as restraining my freedom to provide services to such customer, business, or person as a bona fide employee thereof so long as Manugistics reasonably agrees in writing that such employment does not utilize knowledge or information acquired by me during my tenure with Manugistics. In the event this provision is found to be unenforceable, the court so deciding may reduce the time periods provided for herein to allow this provision to be enforced.

### **4. COMPLIANCE WITH OBLIGATIONS TO THIRD PARTIES**

I understand and acknowledge that Manugistics encourages all employees to comply in good faith with the terms of any agreements with their former employers or other third parties. I hereby affirm that my employment with Manugistics does not violate the terms of any agreement, including any employment agreement, conditions of employment, nondisclosure agreement or any other type of agreement that I have executed with any other party. I understand that a breach of any such agreement could cause me to be liable for contract and trade secret violations, and I hereby agree that I shall abide by the terms of any agreements while performing services for Manugistics. I also understand that such agreements may preclude me from performing services for certain clients or in certain territories, and I agree that I shall notify Manugistics of any restrictions on my ability to perform services for Manugistics as an employee of Manugistics. I also understand that such agreements may preclude or restrict my ability to solicit employees from my former employer and to receive any Manugistics referral bonuses related thereto, and I agree to abide by the terms of such agreements.

### **5. INVENTIONS AND DISCOVERIES**

I will disclose and assign to Manugistics all designs, improvements, inventions, and discoveries relating to the business of Manugistics, which shall have originated in connection with work done for Manugistics, which are made, first reduced to practice, devised or conceived by me or by me jointly with others during any past or future period of employment with Manugistics. The foregoing obligation to disclose and assign to Manugistics my designs, improvements, inventions, and discoveries shall apply whether or not they are first reduced to practice, devised or conceived during regular working hours, or on Manugistics' premises, and/or at the expense of Manugistics. I will disclose and assign to Manugistics all designs, improvements, inventions, and discoveries, whether or not relating to the business of Manugistics, if Manugistics' machine or other resources or Manugistics' property were used by me in pursuit of same, or if said items were the result of efforts expended during the working hours for which I am compensated by Manugistics. All such designs, improvements, inventions, and discoveries shall remain Manugistics property whether or not so disclosed or assigned and I will cooperate fully with Manugistics during and after my employment in accomplishing the intent of this provision.

## **6. TRADE SECRETS AND CONFIDENTIAL INFORMATION**

I fully understand that my employment with Manugistics creates a relationship of confidence and trust between Manugistics and me with respect to confidential information and unless and until made publicly available through no act or omission of mine, all customer lists, and all features and documentation of Manugistics' programs, designs, technical memoranda, pricing policies, business plans, proposals, results of development, and techniques and any other information or property of Manugistics designated by it as confidential and proprietary, and any information or property entrusted to Manugistics by any of its customers are Manugistics' (or such customer's, as the case may be) trade secrets. I acknowledge that I have access to these trade secrets which are valuable, have been developed at considerable time and expense, are unique, and are kept confidential by Manugistics. I also acknowledge that Manugistics would be damaged and its competitors benefited, if its trade secrets or those of its customers were made available to persons outside Manugistics. Except to the extent necessary in the regular course of my employment, or as otherwise authorized or directed in writing by an officer of Manugistics, I will maintain in confidence and will not knowingly use or disclose to any person, either during or after the period of my employment, any such trade secrets or any unpublished information regarding the financial affairs of Manugistics, its salary structure, its relationships with its customers, and such other unpublished information as may be helpful to its competitors or embarrassing to it or its customers. I will also report to the company all unauthorized disclosures regarding the matters stated in this provision.

## **7. COMPANY PROPERTY**

All manuals, letters, notes, notebooks, reports, records, drawings, contracts, customer lists, proposals, and other solicitations for work, and all other writings and materials, and copies,

which are of a secret or confidential nature, which relate to Manugistics' operations, investigations or business, which are in my possession or which come into my possession during the period of my employment, and all samples and other property of Manugistics, made or received by me during any past or future period of employment with Manugistics, are and shall be the property of Manugistics exclusively. I will keep the same at all times in Manugistics' custody and subject to its control and will surrender the same to Manugistics or at before the termination of my employment.

## **8. EMPLOYEE HANDBOOK**

I acknowledge that I am responsible for reading and understanding company policies and procedures which can routinely be accessed by employees on the Lotus Notes Database (See Employee Encyclopedia). Also in the Database is the Employee Code of Conduct and the policies on public disclosure and communications, trade secrets, computer center access and security precautions. I agree to comply with these policies and procedures.

## **9. ELECTRONIC MAIL (E-Mail)**

I understand that by use of electronic mail (e-mail or Lotus Notes), it is possible to create a valid legal contract. I also acknowledge that during my employment with Manugistics, I will be required to use e-mail on a regular basis as a means of communication within Manugistics and with people outside the Company. I fully understand, acknowledge and agree that my e-mail transmissions include an authentic legal signature, the equivalent of a hard copy paper signature.

## **10. REMEDIES**

I acknowledge that Manugistics does not have an adequate remedy at law should I breach any of my obligations hereunder. I agree that Manugistics shall have, in the event of such a breach, the right to a mandatory or prohibitive injunction requiring compliance herewith, the right to compel specific performance by a suit in equity, or to any other appropriate remedy at law or in equity, including but not limited to the right to reimbursement of all legal fees and other expenses incurred by Manugistics in enforcing this Agreement. I understand that violation of any of these Conditions of Employment may be grounds for immediate dismissal.


## **11. SEVERABILITY**

If any provision or provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

My signature below signifies my acceptance of each of the foregoing Conditions of Employment.

The signed copy of this acknowledgment (hard copy or electronic) will be retained by the Human Resources Department in the employee's personnel file.

NAME (Type or Print) MARTIN HORN

SIGNATURE  DATE FEB 9/98

(091297)

# **EMPLOYEE CODE OF CONDUCT**

## **1. INTRODUCTION**

One of Manugistics's most valued assets is its reputation for honesty and ethical conduct. This reputation did not occur by accident -- it has been continuously developed by Manugistics employees since the Company's organization. If this reputation is to continue, every employee must be responsible for protecting it.

There is no way that a company can have rules for everything. Moreover, "standard business practice" is not a sufficient guideline. We must rely on every employee's sense of personal ethics to ensure that Manugistics is not doing something just because "everyone else is doing it". The following guidelines cover some of the areas in which standards should be clear cut, particularly since some of them concern actions of a legal nature.

## **2. TRUTHFULNESS**

A fundamental Company policy is to be truthful in all dealings with employees, shareholders, customers, suppliers, and the general public. We will keep our word. We will not promise more than we can reasonably expect to deliver. We will not make commitments we do not intend to keep. If a commitment cannot be met, we will advise the party affected as soon as that fact is known. We will not ask a supplier to make a good faith proposal unless he has a reasonable chance to obtain our business.

Expense and activity reports will show actual costs incurred and hours worked. All other business reports will be accurate and honest and will be organized so as not to mislead or misinform the reader. Advertising and other public communications efforts to encourage the sale of the Company's products and services will be conducted aggressively. However, such efforts will be truthful, accurate, and will avoid overstatement.

Accurate financial records will be maintained and recorded in the books of Manugistics in accordance with generally accepted accounting principles. No undisclosed or unrecorded fund or asset of the Company will be established for any purpose. No false or artificial entry will be made in the Company's books and records which intentionally obscures the true nature of the transaction underlying such entry. No employee will engage in any arrangement that results in such prohibited acts. We require that payments by Manugistics be acknowledged by receipts from individuals with authority to receive payments. Invoices to customers will honestly state the timing and nature of services performed.



### 3. LEGALITY

Employees of Manugistics and its subsidiaries will obey the laws and conform to ethical standards of good corporate citizenship in each country in which Manugistics or any subsidiary does business.

In all of its relations with customers, governmental agencies, and other organizations, Manugistics will not, directly or indirectly, engage in bribery, kickbacks, payoffs, or other corrupt business practices.

Funds or assets of Manugistics will be used solely for lawful and proper purposes. No transfer or expenditure of such funds or assets will be undertaken unless the stated purpose is the actual purpose.

The law is only a minimum standard. We must also act ethically.

### 4. COMPANY ASSETS

Every employee is required to sign a Conditions of Employment to protect Manugistics's valuable ideas, programs, developments, plans, customer lists, and other proprietary information. Courts have generally upheld corporations' rights to such trade secrets.

### 5. RELATIONSHIPS WITH CUSTOMERS AND SUPPLIERS

The requirement for honesty in dealing with customers and suppliers was discussed above. Beyond that point, employees will not make disparaging remarks to parties outside the Company concerning suppliers, customers, or competitors. Employees must respect the confidentiality of any information given in confidence by existing and prospective customers and suppliers. Any employee who gains access to a customer's data or programs as a result of the services we provide shall treat that information outside Manugistics in the same manner as Manugistics proprietary information. This information shall be utilized within Manugistics on a "need to know" basis.

### 6. RELATIONSHIPS WITH COMPETITORS

Contacts with competitors should be avoided unless there is a clear-cut, legitimate business purpose for the contact. To obtain proprietary information which the competitor might give away inadvertently is not a legitimate purpose. Manugistics recognizes that some contact with employees of competitive firms is inevitable, such as in seminars, and even in social gatherings.

In such instances, employees must not disclose any of Manugistics's trade secrets or other proprietary or confidential information to the competitor. Certain types of collaboration with a competitor, such as an agreement not to do business in each other's territory or to fix prices, could be an illegal conspiracy.

## **7. GIFTS AND ENTERTAINMENT**

Employees may not accept gifts, transportation, entertainment, or other nonmonetary favors or gratuities from customers, suppliers, or other business associates of the Company that are of more than nominal value or that exceed customary courtesies extended in accordance with accepted ethical business practices. In any event, such gifts must not be accepted if they could reasonably be viewed as being given to gain a business advantage or influence a decision. Similarly, we will not seek to increase sales by means other than price, product quality, and service.

## **8. OUTSIDE BUSINESS RELATIONSHIPS**

Employees may not have a financial interest in any organization sufficiently large as to cause divided loyalty -- a conflict of interest situation that might affect the objectivity and independence of their judgment or conduct in carrying out their duties and responsibilities to the Company. In particular, employees should not have a significant financial interest or serve as a director, partner, or consultant in any organization that does or seeks to do business with the Company, or is a competitor of the Company, unless such interest has been fully disclosed to the President or Legal Department. Further, even though full disclosure has been made as above, no employee may conduct business on behalf of the Company with any such business organization unless such business dealings have been disclosed. The dollar amount of an investment in relation to an individual's income, investment in Manugistics, and other investments will determine if a conflict could arise. Avoiding conflict of interest is also required of members of the Board of Directors.

## **9. MOONLIGHTING**

Employees may participate in activities outside the Company for personal gain, provided these activities are not in conflict with Manugistics's best business interests. For example, employees may not solicit or perform work in competition with Manugistics. They may not use Manugistics resources, such as computer time or office supplies, for outside work, nor solicit or perform outside work on Manugistics premises. They may not engage in any outside activities that would conflict with scheduled work hours at Manugistics or that would impair the effective performance of their Manugistics responsibilities. Teaching in an outside institution is usually an accepted outside activity provided it does not conflict with the guidelines just presented.

## 10. EMPLOYEE PERSONAL INFORMATION

Manugistics will collect, use, and retain only that personal information about employees required for business or legal reasons. Employees will have a means to ensure that their personal information in personnel records is correct. Within Manugistics, information about an employee will be available, only to those with a clear business need to know. Outside Manugistics, such information will be released only with the approval of the employee affected, except to verify employment or to satisfy legitimate investigatory or legal requirements. Manugistics's intent is to be a responsible, international corporate citizen. This Employee Code of Conduct represents our policy. Violations of this code are sufficient cause for disciplinary action, including reprimand or dismissal as appropriate.

If an employee is faced with an ethical dilemma and does not know what action to take in a special circumstance, she/he should discuss the situation with her/his manager or the Legal Department who will assist in resolving the problem and ensure the highest degree of confidentiality.

### ACKNOWLEDGMENT OF RECEIPT OF UNDERSTANDING EMPLOYEE CODE OF CONDUCT

I have received Manugistics's Employee Code of Conduct and understand how the standards contained therein apply to me. I acknowledge that, as an employee of Manugistics, I am obligated to follow the standards and abide by their conditions.

My signature below signifies my acceptance of each of the foregoing guidelines. The signed copy of this acknowledgment (hard copy or electronic) will be retained by the Human Resources Department in the employee's personnel file.

Date FEB 7 / 98 Signature MED  
Print Name MARTIN HERNIK

(090897)

**MANUGISTICS GROUP, INC.**  
**INSIDER TRADING POLICY AND PROCEDURES**

This Statement represents the policy of Manugistics Group, Inc. (the "Company") with respect to the receipt and use of material, nonpublic information. This Statement applies to officers, directors and employees of the Company.

As part of your work at the Company, you may have access to information that has not been disclosed to the investing public. By virtue of your access to this information, the federal securities laws impose upon you certain duties and prohibitions.

In general, it is illegal to buy or sell Company securities if you have knowledge of material information about the Company that has not been publicly disclosed (so-called inside information). It is also illegal to recommend trading to others or to pass inside information along to others who may trade in the Company's securities (so-called tipping). Violations may result in civil and criminal penalties, including fines and jail sentences. Furthermore, insider trading violations expose the Company to civil liabilities and penalties for the actions of employees under its control who engage in insider trading violations.

The Company has adopted this Policy on Insider Trading and Confidentiality (the "Policy") to prohibit trading while in possession of material, nonpublic information. This Policy applies to all directors, officers, and employees of the Company (collectively, "Company Employees"). As a condition of your employment as a Company Employee, you are required to comply with the Policy and sign the attached form verifying that you understand and will comply with it. These policies and procedures also apply to securities transactions by family members who reside in your household.

**The Trading Policy:**

**No Trading in Company Securities by Company Employees While in Possession of Material, Nonpublic Information**

*Trading Prohibitions.* In order to ensure full compliance with federal securities laws, it is the policy of the Company that:

- \* Trading (see the definitions, below) in the Company's securities by Company Employees while in possession of material, nonpublic information concerning the Company is prohibited;
- \* No Officer or Director shall trade during a Blackout Period (see the definitions, below), whether or not such person is in possession of material, nonpublic information concerning the Company;

- \* Company Employees, except Officers or Directors, must clear in advance all trading in the Company's securities during a Blackout Period (see the definitions below);
- \* Selling stock of the Company for which you have not fully paid is prohibited (i.e. you may not sell short or against the box);
- \* Trading in a put or call option in respect of the Company's stock is prohibited (i.e. selling to a third party a right to purchase or require delivery of shares of stock at a given price and time);
- \* No officer or director of the Company shall be permitted to effect a purchase and sale (or sale and purchase) of the Company's common stock within a period of six months or less; and

The policies set forth above shall also apply to family members and others living in the household of the officers, directors, and employees.

#### *Consultation With Company's Legal Department*

Employees trading in the Company's securities during a Blackout Period must clear such transactions in advance by the Legal Department. Officers and Directors of the Company may not trade in the Company's securities during a Blackout Period and should obtain prior clearance for all transactions in the Company's securities at all other times. Clearance may be procured by sending a message via Lotus Notes to CONTR (Legal Department's Email group).

This Policy does not apply to discretionary transactions by a broker or investment advisor for your account of a member of your household, if the advisor or broker has full discretionary authority to execute transactions without pre-authorization and if you or the household member, in fact, does not know of the transaction prior to execution.

### **The Disclosure Policy:**

#### **No Disclosure of Material Inside Information**

*General Policy.* In order to ensure full compliance with the federal securities laws, it is the Policy of the Company that:

- \* Company employees possessing material, nonpublic information (see the definitions, below) concerning the Company shall keep such information confidential and shall not communicate (tip) such information to any person who does not need to know such information for legitimate business purposes; and

Company Employees having material, nonpublic information may not recommend or suggest to any person that such person purchase the Company's stock even if the recommendation or suggestion does not disclose any information about the Company.

*Legitimate Disclosure.* On occasion, it may be necessary for legitimate business reasons to disclose material, nonpublic information to persons outside the Company. This might include, for example, commercial bankers, investment bankers, or other companies seeking to engage in a joint venture, merger, common investment or other joint goal with the Company.

*Investor Questions.* In complying with the Companys obligations as a public company, the Company keeps an open door to inquiries from financial analysts, shareholders, reporters and others who have a legitimate interest in its affairs. Nevertheless, in order to guard against the release of material, nonpublic information, inquiries should be referred to the Investor Relations Department who will respond after consultation with the Companys legal counsel.

*Inadvertent Disclosures.* If material, nonpublic information is inadvertently disclosed by any Company director, officer or employee, the person making or discovering the disclosure should immediately report the facts to the Legal Department for a decision regarding appropriate remedial steps. If there is any unresolved questions in your mind as to the applicability or interpretation of these standards or the propriety of any trading or disclosure, the issue should be discussed with the Legal Department prior to trading or disclosure of the information.

### **Definitions:**

To assist you in complying with the Policy, the following definitions apply to the terms used above:

**Trading** means buying or selling a security (including those acquired through the exercise of options). Trading does not include the exercise of an option to purchase the Companys stock granted under the Companys Employee Stock Option Plan.

**Blackout Periods** are certain periods throughout the year when trading in the stock of the Company is prohibited (for Officers and Directors) or restricted (for all other Company Employees). Blackout Periods begin two (2) weeks prior to the end of the then-current financial quarter and extend through close of business of the second business day after Manugistics disseminates the earnings press release for such financial quarter. Trading may commence on the opening of the third business day. The Legal Department will use its best efforts to remind Company Employees, Officers and Directors of all Blackout Periods; however, those persons are subject to the Policy whether or not the Legal Department issues reminders. During the course of business, throughout any particular financial quarter of the fiscal year, there could be circumstances that would necessitate exceptions to the timing and/or the duration of a Blackout Period. This change in the accepted standard Blackout Period will be issued through the Legal Department and employees will be advised.

**Nonpublic Information** is any information which has not been disclosed generally to the investing public. Information would generally be deemed widely available to the investing public three full days after it has been disclosed in wire services, major newspapers, or widely circulated public disclosure documents such as prospectuses, proxies or other filings with the SEC. Similarly, information received about another company which is contemplating or is engaging in a transaction with the Company, under circumstances, indicating that the information is not yet in general circulation, should be considered nonpublic.

**Material Information** is any information about a company or the market for that company's securities which is likely to be considered important by reasonable investors in determining whether to trade. Information that affects the price of a Company's securities is likely to be deemed material. While it is not possible to identify in advance all information that will be deemed to be material, some information would include:

- \* Information concerning a significant change in the Company's business prospects;
- \* Significant merger or acquisition proposals, negotiations, or agreements;
- \* Significant new products or services;
- \* Extraordinary borrowings;
- \* The initiation or resolution of major litigation, or the initiation or resolution of a government investigation;
- \* Significant market changes;
- \* Extraordinary management developments;
- \* The filing of significant copyright or trademark applications or the granting of significant copyrights or trademarks; and
- \* A significant change in the Company's financial statements, earnings, or changes in previously released earnings estimates or unusual gains or losses.

Material information includes both historic or current facts and prospective developments.

#### **Acknowledgment**


You must sign your name and date the attached acknowledgment. Please return in paper form immediately to the Human Resources Department or via Lotus Notes (Email group name - HRD).

Please retain this copy of the Policy for your records.

(090997)

**MANUGISTICS, INC.**  
**ACKNOWLEDGMENT OF RECEIPT OF**  
**INSIDER TRADING POLICY AND PROCEDURES**

The undersigned hereby acknowledges that he or she has read and understands the Policy and Procedures of Manugistics Group, Inc. relating to trading in securities ("Policy"). In particular, the undersigned (if a Company Employee, as defined in the Policy) understands that the Policy requires advance clearance of all transactions in the Company's securities during a Blackout Period, except as specifically provided in the Policy. The undersigned (if an Officer or Director) understands that he or she may not trade in the Company's securities during a Blackout Period and further should obtain advance clearance of all transactions in the Company's securities at all other times. The undersigned hereby expresses his or her agreement to comply with the Policy at all times in connection with the purchase and sale of the securities.

  
\_\_\_\_\_  
Name/Acknowledgment (Signature)

MARTIN NORME  
Print Name

Date FEB 9/98

**PLEASE RETURN THIS ACKNOWLEDGMENT VIA LOTUS NOTES OR PRINTED PAGE TO THE DESIGNATED REPRESENTATIVE OF THE HUMAN RESOURCES DEPARTMENT**

The signed copy of this acknowledgment (hard copy or electronic) will be retained by the Human Resources Department in the employee's personnel file.

(091097)